

easily have been shown by any of the parties interested from the transfer books of the bank. In reference to the other ten shares, nothing can be found in the proceedings, and there is no evidence either of the purchase of them from Jones or the payment of the purchase money.

Mrs. Jones was entitled to, and received, the dividends on this stock, so that the principal only was due to the fund from her upon a settlement with her. It is highly probable, therefore, if not absolutely certain, that the stock transferred, to the amount of \$850, was intended as a compliance with Jones' contract, but not as to the ten shares, relating to which there is no proof. Wayman himself seems to have so treated it by going to the Orphans Court to obtain her a credit upon her account for it.

But why should he have taken a transfer of so large an additional sum as the residue of that stock and the deposit in the Savings Institution? There seems to have been no rational motive for it, and it is contradicted by the testimony of Hardesty, and the disproof of Wayman's answer as to his want of knowledge of the transfer of Jones and wife of the stock in the Westminster Bank, from which it may be fairly inferred that the said residue was taken as a reimbursement *pro tanto* of that stock. Mrs. Jones was permitted to receive the interest and dividends, which was improper if it was only a security and a balance, and was due, and the conversion of the deposit into stock is proved to have been at his instance, and in fact could not have been done but by his approbation. Whether this will make any difference as to Wayman's liability is another question, and which seems to be left open by the decision of the Court of Appeals.

Wayman having taken the transfer as reimbursement of the abstracted stock, and treated it as an actual and permanent investment on that account, ought to have reported all those matters to the court for its approval, but supposing the investment to have been a good one *at the time*, in the estimation of those skilled in such matters, as is clearly proved, and, therefore, such an one as to which no reasonable objection could have been made,